

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: IFB-600727-09/GMG - Term Contract for Electrical, Control and Telemetry Water Plant Systems with Integration, Fabrication, Installation, Repair and Calibration Services

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Gloria Garcia

EXT: 7123

MOTION/RECOMMENDATION:

Award IFB-600727-09/GMG – Term Contract for Electrical, Control and Telemetry Water Plant Systems with Integration, Fabrication, Installation, Repair and Calibration Services to Champion Controls, Inc., Fort Lauderdale (Primary Contractor), and Revere Control Systems, Birmingham, Alabama (Secondary Contractor) (Estimated annual usage \$427,000.00).

County-wide

Ray Hooper

BACKGROUND:

IFB-600727-09/GMG will provide for electrical, control and telemetry systems with integration, fabrication, installation, repair and calibration services. This project was publicly advertised and the County received three (3) submittals in response to the solicitation. Consideration was given to the price proposal, qualifications, credentials and past performance of the firms. The Review Committee, comprised of Joseph Forte, Deputy County Manager; Andrew Neff, Director, Environmental Services Department; Tom Owens, Maintenance Technology Supervisor, Environmental Services Department; and Gary Rudolph, Utilities Manager, Environmental Services Department, evaluated the responses and recommends award to the lowest responsive, responsible bidder, Champion Controls, Inc., Fort Lauderdale, as Primary Contractor, and Revere Control Systems, Birmingham, Alabama, as Secondary Contractor to be used only when Primary Contractor cannot perform. Champion Controls, Inc. documents regarding their qualifications to perform the required services are included in the backup.

Authorization for delivery of materials and services by the Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County. The agreement shall take effect on the date of its execution by the County and shall run for a period of three (3) years. At the sole option of the County, the agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The total amount paid to the Contractor pursuant to this agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by the County for electrical, integration, fabrication, installation, repair and calibration services. The estimated annual usage of the contract is \$427,000.00

STAFF RECOMMENDATION:

Staff recommends that the Board award IFB-600727-09/GMG - Term Contract for Electrical, Control and Telemetry Systems with Integration, Fabrication, Installation, Repair and Calibration Services to Champion Controls, Inc., Fort Lauderdale (Primary Contractor), and Revere Control Systems, Birmingham, Alabama (Secondary Contractor) (Estimated annual usage \$427,000.00).

ATTACHMENTS:

1. Tabulation/Status Sheet
2. Evaluations
3. Draft Agreement
4. Backup material

Additionally Reviewed By:

■ County Attorney Review (Ann Colby)

**B.C.C. - SEMINOLE COUNTY, FL
IFB TABULATION SHEET**

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

IFB NUMBER: IFB-600727-09/GMG

IFB TITLE: Term Contract for Electrical, Control and Telemetry Systems with Integration, Fabrication, Installation, Repair and Calibration Services

Page 1 of 1

DUE DATE: September 9, 2009 at 2:00 P.M.

Response 1	Response 2	Response 3
Champion Controls, Inc. 811 NW 57 th Place Ft. Lauderdale, FL 33309 (954) 318-3090 – Phone (954) 318-3091 – Fax Marcel Wedderburn	Revere Control Systems 2240 Rocky Ridge Road Birmingham, AL 35216 (205) 824-0004– Phone (205) 824-0439 – Fax Robert R. Adams	DCR Engineering Services, Inc. 502 County Road 640 East Mulberry, FL 33860 (863) 428-8080 – Phone (863) 428-8036 – Fax Todd B. Bredbenner

See attached price comparison sheet

Posted: 9/10/2009 at 4:00 PM by Gloria M. García, Senior Procurement Analyst

~~Recommendation of Award: Champion Controls, Inc. for BCC Meeting of October 27, 2009~~

~~Posted: 9/29/2009 at 10:00 AM~~

Recommendation of Award: Primary Contractor: Champion Controls, Inc., Secondary Contractor: Revere Control Systems, for BCC Meeting of November 10, 2009. Posted: 10/22/2009 at 9:30 AM

IFB-600727-09/GMG

	Description	Champion		Revere		DCR	
		Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1200	Programming Services	\$75.00	\$90,000.00	\$100.00	\$120,000.00	\$119.76	\$143,712.00
250	Panel Designer Services	\$65.00	\$16,250.00	\$70.00	\$17,500.00	\$83.03	\$20,757.50
700	Panel Construction Technician (shop)	\$55.00	\$38,500.00	\$50.00	\$35,000.00	\$79.85	\$55,895.00
100	Panel Construction Technician (on-site)	\$65.00	\$6,500.00	\$80.00	\$8,000.00	\$87.45	\$8,745.00
100	Draftsman / CAD Technician	\$50.00	\$5,000.00	\$50.00	\$5,000.00	\$60.69	\$6,069.00
350	Electrician (Installation & Repairs)	\$75.00	\$26,250.00	\$80.00	\$28,000.00	\$71.86	\$25,151.00
500	Electrician Helper (installation)	\$45.00	\$22,500.00	\$40.00	\$20,000.00	\$69.82	\$34,910.00
1500	Instrumentation Calibration and Service Technician	\$69.00	\$103,500.00	\$70.00	\$105,000.00	\$87.45	\$131,175.00
1000	Controls Electrician (Installation & repairs)	\$75.00	\$75,000.00	\$80.00	\$80,000.00	\$99.01	\$99,010.00
100	Project Management	\$95.00	\$9,500.00	\$110.00	\$11,000.00	\$143.70	\$14,370.00
100	Systems Engineer	\$95.00	\$9,500.00	\$100.00	\$10,000.00	\$119.76	\$11,976.00
250	On-site Supervision	\$80.00	\$20,000.00	\$85.00	\$21,250.00	\$103.41	\$25,852.50
150	Clerical (O&M Documentation)	\$30.00	\$4,500.00	\$35.00	\$5,250.00	\$39.64	\$5,946.00
50	Emergency Service / Non-standard hours rate multiplier	150%		150%		150%	
TOTALS			\$427,000.00		\$466,000.00		\$583,569.00

Applicable Discounts:

1.0% Discount Net
10
0.5 % discount net
20

N/A

N/A

Evaluations

IFB-600727-09/GMG - Electrical, Control, Telemetry Systems

 Edit Response |  Delete Response | Alert Me | Go Back to Survey

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: The award of the contract is based upon price, experience and qualifications. The committee is tasked to determine if the lowest price bid complies with the County's requirement (specification).
If the lowest priced bid is found unqualified, then the next low bidder will be evaluated and so on until a qualified contractor is found.
When the lowest bidder is unqualified, this determination must be in writing with the appropriate documentation.

Read and Agreed::

Yes

RESPONSE #1: CHAMPION CONTROLS, INC:

#1: Compliance with the requirements of the solicitation:

Yes

#1: If the answer to previous question is "No", indicate why?:

It seems that Champion Controls references working in consort with other vendors. I am uncertain if this vendor is dependent upon another vendors to perform and complete work or if they can act independently. They also make reference to the DISTRICT. I am uncertain who the DISTRICT is in this case. These may need a point of clarification to confirm qualification and a positive response. If this can be better understood, I would consider recommending this vendor, they are providing, as submitted, the lowest price schedule. (These concerns have been addressed, I can now support this vendor) At least two vendors should be selected in case one cannot perform

#1: Total Bid - \$427,000.00:

no objections

#1: Recommended Bidder::

Yes

RESPONSE #2: REVERE CONTROL SYSTEMS:

no objections

#2: Compliance with the requirements of the solicitation:

Yes

#2: If the answer to previous question is "No", indicate why?:

#2: Total Bid - \$466,000.00:

No objections

#2: Recommended Bidder::

Yes

RESPONSE #3: DCR ENGINEERING SERVICES, INC.:

No objections

#3: Compliance with the requirements of the solicitation:

Yes

#3: If the answer to previous question is "No", indicate why?:

#3: Total Bid - \$583,569.00:

No objections

#3: Recommended Bidder::

Yes

Created at 9/14/2009 1:47 PM by [Forte, Joseph](#)
Last modified at 9/18/2009 12:36 PM by [Forte, Joseph](#)

Evaluations

IFB-600727-09/GMG - Electrical, Control, Telemetry Systems

 [Edit Response](#) |  [Delete Response](#) | [Alert Me](#) | [Go Back to Survey](#)

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: The award of the contract is based upon price, experience and qualifications. The committee is tasked to determine if the lowest price bid complies with the County's requirement (specification).
If the lowest priced bid is found unqualified, then the next low bidder will be evaluated and so on until a qualified contractor is found. When the lowest bidder is unqualified, this determination must be in writing with the appropriate documentation.

Read and Agreed::

Yes

RESPONSE #1: CHAMPION CONTROLS, INC:

#1: Compliance with the requirements of the solicitation:

Yes

#1: If the answer to previous question is "No", indicate why?:

See Bottom paragraph on meeting submittal requirements.
In reviewing the original submitted proposal the following required submittals were not provided. 1. No certifications of the equipment used on the list. No equipment listed that can calibrate our venturi meters. 2. Projects listed but only control panel installations. The folder that the proposal came in indicates they do I & C work but there was nothing in the submittal to indicate their capability. No detail on emergency response except the 150% mark up on cost sheet. The documents provided give the impression that they are great at Control Panel projects but a large portion of this contract is to do our equipment calibrations which is regulatory driven. It appears that the submittal is a combination of 7 different companies/entities to bid on this contract. It seems the team approach will provide all the necessary components to do the work but I am not sure how efficient this may be. Our needs can be immediate and a subcontractor in another state may not be able to respond to our immediate needs.

After the vendor was contacted and was requested to provide additional information the above information was provided. The vendor seemed unsure of some of the requirements when discussed but did provide the minimum information required.

#1: Total Bid - \$427,000.00:

#1: Recommended Bidder::

Yes

RESPONSE #2: REVERE CONTROL SYSTEMS:

#2: Compliance with the requirements of the solicitation:

Yes

#2: If the answer to previous question is "No", indicate why?:

Contractor meets the qualifications and provided all required submittals.

#2: Total Bid - \$466,000.00:

#2: Recommended Bidder::

Yes

RESPONSE #3: DCR ENGINEERING SERVICES, INC.:

#3: Compliance with the requirements of the solicitation:

No

#3: If the answer to previous question is "No", indicate why?:

Contractor provided all required submittals except only one Professional Engineer was submitted. The Company did provide a Certificate of Authorization that the company can provide Engineering Services through a Professional Engineer, but only one PE license was provided in submittal. I am OK with one PE knowing they have a stable of PE's to choose from.

#3: Total Bid - \$583,569.00:

#3: Recommended Bidder::

Yes

Created at 9/22/2009 12:28 PM by [Rudolph, Gary](#)
Last modified at 10/22/2009 9:54 AM by [Rudolph, Gary](#)

Evaluations

IFB-600727-09/GMG - Electrical, Control, Telemetry Systems

 Edit Response |  Delete Response | Alert Me | Go Back to Survey

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: The award of the contract is based upon price, experience and qualifications. The committee is tasked to determine if the lowest price bid complies with the County's requirement (specification).
If the lowest priced bid is found unqualified, then the next low bidder will be evaluated and so on until a qualified contractor is found. When the lowest bidder is unqualified, this determination must be in writing with the appropriate documentation.

Read and Agreed::

Yes

RESPONSE #1: CHAMPION CONTROLS, INC:

Original submittal lacked sufficient detail. Supplemental info provided contained the lacking detail. Firm is using subcontractors to perform. Concern over response to critical needs in view of this, however proposal now seems sufficient.

#1: Compliance with the requirements of the solicitation:

Yes

#1: If the answer to previous question is "No", indicate why?:

#1: Total Bid - \$427,000.00:

Recommend selection of a 2nd vendor in the event of non-performance.

#1: Recommended Bidder::

Yes

RESPONSE #2: REVERE CONTROL SYSTEMS:

Vendor provided sufficient information and appears capable of performing.

#2: Compliance with the requirements of the solicitation:

Yes

#2: If the answer to previous question is "No", indicate why?:

#2: Total Bid - \$466,000.00:

#2: Recommended Bidder::

Yes

RESPONSE #3: DCR ENGINEERING SERVICES, INC.:

Vendor provided all info needed except 2nd PE. Despite this, it appears the vendor can perform by acquiring PE services.

#3: Compliance with the requirements of the solicitation:

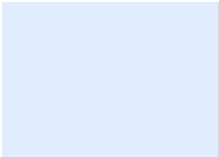
Yes

#3: If the answer to previous question is "No", indicate why?:

#3: Total Bid - \$583,569.00:

#3: Recommended Bidder::

Yes



Created at 9/22/2009 2:16 PM by [Neff, Andrew](#)
Last modified at 10/22/2009 5:21 PM by [Neff, Andrew](#)

Evaluations

IFB-600727-09/GMG - Electrical, Control, Telemetry Systems

 Edit Response |  Delete Response | Alert Me | Go Back to Survey

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: The award of the contract is based upon price, experience and qualifications. The committee is tasked to determine if the lowest price bid complies with the County's requirement (specification).
If the lowest priced bid is found unqualified, then the next low bidder will be evaluated and so on until a qualified contractor is found. When the lowest bidder is unqualified, this determination must be in writing with the appropriate documentation.

Read and Agreed::

Yes

RESPONSE #1: CHAMPION CONTROLS, INC:

#1: Compliance with the requirements of the solicitation:

No

#1: If the answer to previous question is "No", indicate why?:

CHAMPION CONTROLS, INC. originally failed to supply documentation as discribed in Section 3, sub-section 2, A, B, and C. Documentation that was provided by vender appears to be for a water level monitoring project, for a water management district and proposes to work with our selected vendor(s). Contractor provided updated submittal information and it appear that they will be partnering with seven other individuals or companies to meet specifications. Champion Controls also provided no work experience or references for these seven partners. Champlon supplied a list of tools and equipment which appears unable to calibrate the majority of our equipment, they supplied no traceable calibration certifications as required.

#1: Total Bid - \$427,000.00:

Champion Controls does not appear technially able to do work without sub-contractors or additional vendors

#1: Recommended Bidder::

No

RESPONSE #2: REVERE CONTROL SYSTEMS:

#2: Compliance with the requirements of the solicitation:

Yes

#2: If the answer to previous question is "No", indicate why?:

REVERE CONTROL SYSTEMS, INC. provided all required documentation and appears to be able to fully meet our needs. Would like to release to multiple vendors to competatively quote work during the term of the contract.

#2: Total Bid - \$466,000.00:

Recommend Award

#2: Recommended Bidder::

Yes

RESPONSE #3: DCR ENGINEERING SERVICES, INC.:

#3: Compliance with the requirements of the solicitation:

Yes

#3: If the answer to previous question is "No", indicate why?:

DCR ENGINEERING SERVICES, INC. provided most required documentation, they missed documenting their second Proffessional Engineer. DCR appears to be able to fully meet our needs. Would like to release to multiple vendors to competatively quote work during the term of the contract.

#3: Total Bid - \$583,569.00:

Recommend Award

#3: Recommended Bidder::

Yes

Created at 9/16/2009 12:07 PM by [Owens, Tom](#)
Last modified at 9/22/2009 6:27 PM by [Owens, Tom](#)

DRAFT

TERM CONTRACT FOR ELECTRICAL, CONTROL AND TELEMETRY SYSTEMS WITH
INTEGRATION, FABRICATION, INSTALLATION, REPAIR AND CALIBRATION SERVICES
(IFB-600727-09/GMG)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, hereinafter called "CONTRACTOR", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide electrical, control and telemetry systems with integration, fabrication, installation, repair and calibration services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide equipment and services and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and equipment as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services and equipment shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone

DRAFT

does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services and equipment authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services and equipment by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services and equipment required and shall state the dates for performance of services and delivery of equipment, and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

DRAFT

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services and equipment required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services and equipment actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed and equipment supplied.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services and equipment are furnished but not more than once monthly.

Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

DRAFT

Two (2) copies of the invoice shall be sent to:

Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services and delivery of equipment required hereunder and upon acceptance of the services and equipment by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

DRAFT

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and

DRAFT

prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure

DRAFT

that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

DRAFT.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's

DRAFT

Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

DRAFT

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection.

DRAFT

Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

DRAFT

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be main-

DRAFT

tained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures

DRAFT

for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to

DRAFT

act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by

DRAFT

COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

DRAFT

For COUNTY:

Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, FL 32773

For CONTRACTOR:

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

, Secretary
(CORPORATE SEAL)

By: _____, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AEC/lpk
8/12/09

P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\IFB-600727.doc

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order

Section 1 – Description of Services

A. Purpose:

The purpose is for Seminole County Environmental Services Department to secure qualified firm(s) for the purpose of awarding various electrical, control, instrumentation and telemetry repair, refurbishment, and replacement projects. The successful Contractor(s) shall furnish all materials, equipment, labor and supervision necessary to design, fabricate and install Control and Telemetry System project(s) on an as needed basis. The successful Contractor(s) shall supply software and hardware technical and programming services for the purpose of maintenance, calibration, repair, enhancement and optimization of various control, electrical and telemetry systems within Seminole County's water and wastewater facilities.

The County, at its sole option, shall have the right to procure material/equipment, and may contract with other parties other than the Contractor for the purchase of material/equipment under this option. If Contractor is to provide material/equipment as part of the order, the Contractor must present the County the cost of the parts ***without markups***. Contractor(s) shall submit copies of supplier invoices referencing the parts and cost involved. If required, Contractor must submit proof for the need of replacement based on recent repair logs, and existing condition of said equipment.

The County will coordinate with the Contractor prior to the commencement of the work.

B. Scope of Work:

- The Contractor(s) shall design, fabricate, furnish and install all electrical, instrumentation and control systems and panels as specified to perform the intended function on an as required basis. Work shall include but not be limited to, supplying all trained labor, materials, unless otherwise specified by the County, tools and equipment, to competently complete the tasks assigned under this Agreement. The scope of services will include design, fabrication, factory testing, delivery to the site(s), programming, interfacing with all existing equipment and radio telemetry systems, calibration, installation, system start-up services and incidentals required to furnish, install, refurbish or repair both electro-mechanical and programmable controller based electrical, control and data acquisition systems including instruments and control devices for the automation and operation of water and wastewater conveyance and treatment.
- The Contractor(s) shall supply technical, programming and software maintenance services on an as required basis, to troubleshoot, repair and optimize Seminole County Utility's electrical, control and telemetry systems. Programming services shall include but not be limited to:
 - PLC Programming Motorola "MOSCAD", Motorola "ACE3600" and Rockwell "RS-Logix"
 - Motorola Communication equipment "IP Gateways", IP interface module" and "Radio"
 - Network Infrastructure "Switches", "VPN Appliances" and "Routers"
 - Wonderware programming "InTouch HMI", "InSQL Historian" and "Industrial Application Servers" running on the "Archestra Platform"

- Local MMI Displays "Maple Systems"
 - Variable speed Drives "Allen-Bradley", "Square D", "Cutler-Hammer"
 - All software, software applications and programming become property of Seminole County Utilities and are to be turned over to at time of implementation, installation or system start-up.
- The Contractor(s) shall supply industrial and commercial electrical installation, troubleshooting, repair and maintenance services on an as required basis to repair and optimize Seminole County Utility's power and control systems. Examples of these devices are, but not limited to the following:
 - Electrical service entrance repair and maintenance
 - Control panel and systems installations and repairs
 - Motor Control Center troubleshooting and repairs
 - Pump station electrical and control systems installations, troubleshooting, maintenance and repairs
- The Contractor(s) shall supply instrument and equipment calibration and repair services on an as required basis. The Contractor(s) shall perform required calibrations of all county Water and Waste Water treatment plants, well sites and ancillary support sites. Provide calibration report certification for each instrument or device containing before and after calibration values\deviations printed and bound to be kept on equipment site. The Contractor(s) shall provide a back up electronic copy for off-site storage. All calibration stickers must be affixed to all instruments and devices calibrated and be signed and dated by trained calibration technician. Examples of these devices are, but not limited to, the following:
 - Pressure Transmitters
 - Flow switches
 - Flow meters
 - Chart recorders
 - Analytical transmitters
 - In line flow meters
 - Valve positioners
- The Contractor(s) shall be an UL certified panel manufacturer and all control panels supplied shall have UL labels affixed. The Contractor(s) shall be able to supply UL508A compliant systems and panels. The Contractor(s) shall be able to provide full control system and panel design, fabrication and testing services on an as required basis. These panels and systems will be both electro-mechanical and PLC controlled used within the water and wastewater treatment plants, well sites and ancillary support sites. Examples of these devices are, but not limited to, the following:
 - Sewage pump station controls systems
 - Chemical feed system controls systems
 - Tank level control systems
 - Distribution system monitoring systems
 - Potable water system control systems

C. Replacement of System Components and Parts by Contractor(s):

- No salvage parts are to be used as replacements unless specifically authorized by the County, in writing, prior to the replacement being performed.

D. Response Time:

- The Contractor(s) must be able to respond with personnel on-site to Seminole County facilities within four (4) hours of being notified for inoperable systems emergencies and on-site within (48) forty-eight hours for non-emergency needs.
- The Contractor(s) must be able to provide service twenty-four (24) hours per day, seven days per week.
- The Contractor(s) shall provide the services of a professional answering or dispatch service for non-normal business hours contact.

E. Technical Support:

- The Contractor(s) shall provide technical support including, but not limited to, cost estimates, advice pertaining to the advisability of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the County.

Final decisions related to material/equipment replacement will be at the discretion of the County. County will coordinate with the Contractor prior to the commencement of the Work.

Exhibit A
Scope of Services and Fee Schedule

(To be incorporated from accepted response prior to Contract execution)

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
ORDER

Page 1

EXHIBIT B**ORDER NUMBER:**

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER SITE OP

REVISION DATE

REQ. NUMBER

ANALYST

VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND
CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<p style="text-align: center;">SAMPLE PURCHASE ORDER</p>  <p style="text-align: center;">SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE</p>					
REQUESTING DEPT/DIV				TOTAL AMOUNT	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

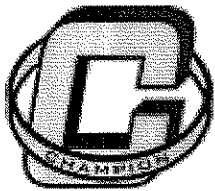
SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS



CHAMPION CONTROLS, INC.

October 9, 2009

Seminole County Purchasing & Contracts Division
200 W. County Home Road
Sanford, FL 32773

Seminole County Board,

We're pleased you had the foresight to conduct the conference call with us yesterday in order to further clarify certain items covered in our October 1st letter. We would like to offer you further assurance that Champion Controls has carefully examined the bid documents and offered our bid proposal with the complete confidence that we are able to provide Seminole County with superior, comprehensive integration, programming, calibration, troubleshooting and rehabilitation of your on-site control systems. We have entered into various collaborative relationships in order to ensure complete and accurate coverage of all contract line items.

We understand that Champion Controls will essentially be the Instrumentation and Controls division of Seminole County Utilities. In this capacity we will repair, adjust and calibrate the county's equipment. In addition, at your direction we will maintain, improve and upgrade Seminole County's entire infrastructure related to water and wastewater functions. Champion Controls has extensive professional and technical experience as well as a complete manufacturing facility equipped with the necessary capital assets and professional partnerships needed to fulfill this contract.

Specifically, our alliance with Global Data Specialists, the Motorola VAR, ensures we will have a VAR employed programmer to fulfill the programming requisite of this contract. We are currently making arrangements for at least one of these programmers to relocate to South Florida to make certain we will provide a rapid response time for emergency calls. We will maintain a dedicated on-site field service supervisor located in the Seminole County vicinity to be the point man to respond to all emergency service calls. He will be available to provide immediate response to all service requests and coordinate with county personnel to ascertain the staffing requirements for the second level of response.

Further, we have formed another successful alliance with Alpha Valve and Controls in order to maintain the most comprehensive, up-to-date instrumentation calibration equipment needed for Seminole County's control systems. The requested instrumentation calibration certificates are attached.

We recommend, in addition to reviewing the enclosed documentation, that you contact the professional references which we previously provided (SFWMD, BCU, and City of Fort Lauderdale). You will ascertain the full extent of our preparedness and capabilities which will lend the confidence you are seeking that Champion Controls, an alternative service provider, will satisfactorily and efficiently fulfill each and every element of this contract.

Sincerely,

Marcel Wedderburn
Vice President

811 NW 57th Place • Ft. Lauderdale, Florida 33309 • T: 954.318.3090 • F: 954.318.3091 • www.championcontrols.com



CHAMPION CONTROLS, INC.

811 NW 57th Place

Fort Lauderdale, FL 33309

Phone 954-318-3090

Fax 954-318-3091

October 8, 2009

RE: Seminole County Calibration

Dear Patrick Boyd,

Below is a general description of our calibration methodology for the various instrumentation. Once equipment is calibrated, a calibration label is produced to denote the date on which the equipment was tested:

Pressure Transmitters – a test pressure is applied to the device and compared against our pressure calibrator which is rated to an accuracy of $\pm 0.025\%$ to $\pm 0.10\%$ of full scale including all effects of linearity, repeatability, hysteresis and temperature.

Flow Switches – a test pressure would be applied to this device and measure the setpoint of the device versus the pressure calibrator to ensure it is switching at the desired pressure.

Flow Meters – flow meters vary significantly in technology and each version may require a different test procedure. Generally, we would compare the flow reading to the flow reading of a portable transit time flowmeter and see if they are close. True flow calibration can only be performed in a laboratory setting, for the most part a 'flow calibration' is more a 'flow verification' test.

Chart Recorders – these are normally passive devices which enter and/or retransmit signals. The only calibration methodology for this equipment is to input a known current/voltage signal into the recorder and verify that it is accurately displayed/re-transmitted.

Analytical Devices – different analytical devices have differing calibration requirements but generally this entails getting some known standards/reagents and comparing them to the readings.

In-Line Flowmeters – see Flow Meters, same method of calibration.

Alpha Valve & Controls • PO Box 271444 • Tampa, FL • Zip 33688-1444

Ph (813) 265-4300 • Fax (813) 968-5333

webpage: www.alpha-controls.com

Valve Positioners – apply a pneumatic or current signal (depending on the actuator) and adjust the stroke of the valve until it's stem travel/rotation corresponds to the input signal.

Let me know if they require anything further.

Thank you for using Alpha Valve & Controls

Regards,

Nathan Chui
Project Manager

Certificate of Calibration

Certificate Number
A508233Customer: ALPHA VALVE AND CONTROLS
102 CONNIE AVENUE
NORTH TAMPA, FL 33613

P.O. Number: SERVICE DEPT

ID Number: FRANK

Description:	DIGITAL MULTIMETER	Calibration Date:	1/5/2009
Manufacturer:	FLUKE	Calibration Due:	1/5/2010
Model Number:	83	Procedure:	FLK-83
Serial Number:	NOT PROVIDED	Rev:	
Technician:	CHAD ABRAMS	Temperature:	70 °F
		Humidity:	50 % RH
		As Found Condition:	IN TOLERANCE
		Calibration Results:	PASS

Comments:

This instrument has been calibrated using standards traceable to the National Institute of Standards and Technology, derived from natural physical constants, ratio measurements or compared to consensus standards. Unless otherwise noted, the method of calibration is direct comparison to a known standard.

Reported uncertainties and "test uncertainty ratios" (TUR's) are expressed as expanded uncertainty values at approximately 95% confidence level using a coverage factor of K-2. A TUR of 4:1 is routinely observed unless otherwise noted on the certificate. Statements of compliance are based on test results falling within specified limits with no reduction by the uncertainty of the measurement.

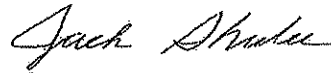
TMI's Quality System complies with the requirements of ISO 9001, ANSI/NCSL Z540-1, ISO 10012 and MIL STD 45662A.

Results contained in this document relate only to the item calibrated. Calibration due dates appearing on the certificate or label are determined by the client for administrative purposes and do not imply continued conformance to specifications.

This certificate shall not be reproduced, except in full, without the written permission of Technical Maintenance, Inc.



Jason Hardman, Branch Manager



Jack Shuler, Quality Manager

Calibration Standards

<u>Asset Number</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>	<u>Cal Due</u>
7040208	FLUKE	5520A	7040208	10/17/2009



Technical Maintenance, Inc.

12530 Telecom Drive, Temple Terrace, FL 33637
(813) 978-3054 Fax: (813) 978-3758
www.tmicalibration.com

Certificate of Calibration

Certificate Number
A508226Customer: ALPHA VALVE AND CONTROLS
102 CONNIE AVENUE
NORTH TAMPA, FL 33613

P.O. Number: SERVICE DEPT

ID Number: 94520040

Description:	PROCESSMETER	Calibration Date:	1/5/2009
Manufacturer:	FLUKE	Calibration Due:	1/5/2010
Model Number:	787	Procedure:	FLK-787
Serial Number:	94520040	Rev:	
Technician:	CHAD ABRAMS	Temperature:	70 °F
		Humidity:	50 % RH
		As Found Condition:	IN TOLERANCE
		Calibration Results:	PASS

Comments:

This instrument has been calibrated using standards traceable to the National Institute of Standards and Technology, derived from natural physical constants, ratio measurements or compared to consensus standards. Unless otherwise noted, the method of calibration is direct comparison to a known standard.

Reported uncertainties and "test uncertainty ratios" (TUR's) are expressed as expanded uncertainty values at approximately 95% confidence level using a coverage factor of K-2. A TUR of 4:1 is routinely observed unless otherwise noted on the certificate. Statements of compliance are based on test results falling within specified limits with no reduction by the uncertainty of the measurement.

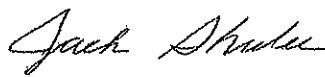
TMI's Quality System complies with the requirements of ISO 9001, ANSI/NCCL Z540-1, ISO 10012 and MIL STD 45662A.

Results contained in this document relate only to the item calibrated. Calibration due dates appearing on the certificate or label are determined by the client for administrative purposes and do not imply continued conformance to specifications.

This certificate shall not be reproduced, except in full, without the written permission of Technical Maintenance, Inc.



Jason Hardman, Branch Manager



Jack Shuler, Quality Manager

Calibration Standards

<u>Asset Number</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>	<u>Cal Due</u>
3146A39383	HP	34401A	3146A39383	3/24/2009
7040208	FLUKE	5520A	7040208	10/17/2009



Technical Maintenance, Inc.

12530 Telecom Drive, Temple Terrace, FL 33637

(813) 978-3054 Fax: (813) 978-3758

www.tmiclibration.com

DICK MUNNS COMPANY

Liquid and Gas - Flowmeter Calibration Service
10572 Calle Lee - 138 • Los Alamitos, California 90720
Telephone (714) 827-1215 • Telefax (714) 827-0823

CERTIFICATE OF CALIBRATION

Client Name: ALPHA VALVE & CONTROLS Calibration Date: 09-03-2009
PO Number: PT 11148 Calibration Due: 09-03-2010
Instrument Manufacturer: FUJI Calibration Fluid: H2O @ 70F
Instrument Description: ULTRASONIC FLOWMETER Standard(s) Used: A33, A14 DUE 2-2010
Model Number: FLCS1012 NIST Traceability Per: 49408, 1219670781
Serial Number: Q1F6507T O Ambient Conditions: 764 mmHg 48% RH, 72F
Rated Uncertainty: +/- 1% RD. Procedure Number: NAVAIR-17-20MG-28
Uncertainty Given: AS RECEIVED Certificate/File Number: 413244.09
WITHIN SPECS.

** XDUCCERS FLW410Y2-YBS; S/N: A1A2358T; #'S: 1-0675 & 1-0676 **
*** CALIBRATED ON 3" SCH.40 STEEL PIPE ***

INDICATED UUT GPM	ACTUAL DM.STD. GPM
66.4	66.626
95.8	96.107
107.4	107.905
152.2	152.581
246.3	247.187
340.9	342.741
455.5	457.094
518.7	520.101
565.9	568.107
634.5	637.228

All instruments used in the performance of the above calibration have traceability to the National Institute of Standards and Technology (NIST). The uncertainty ratio between the calibration standards used and the unit under test is a minimum of 4:1, unless otherwise noted. Calibration has been performed per the above listed procedure number, in accordance with ISO 10012:2003, 17025, ANSI/NCSS-Z-540-1, and/or MIL-STD-45662A. TEST METHODS: API 2530-92 & ASME MFC-3m-1989.

Calibration Performed By:
PABLO ACOSTA 

DICK MUNNS COMPANY

Approved By:


R.L. MUNNS

CERTIFICATE OF CALIBRATION

Customer: FRANK VITALE
4200 LINCOLN STREET
HOLLYWOOD, FL 33021

Customer Nbr: 1-521148-005
PO Nbr: PT11129
Date Received: Jul 13, 2009

Cert/RA Nbr: 17-0R0ZG-28-1
Manufacturer: Martel Electronics Corp.
Model Nbr: T-140

Date Calibrated: Jul 20, 2009
Next Calibration: Jul 20, 2010

Description: Pressure Calibrator

Calibration Proc: 1-AC14271-6

Serial Nbr: 8823059
ID Nbr: NONE

Item Received: In Tolerance
Item Returned: In Tolerance

Temperature: 72.2°F / 22.3°C

Temp/RH Asset: O10179

Relative Humidity: 58%

Transcat Calibration Laboratories have been audited and found in compliance with ISO/IEC 17025:2005. Accredited calibrations performed within the Lab's Scope of Accreditation are indicated by the presence of the Accrediting Body's Logo and Certificate Number on this Certificate of Calibration. Any measurements on an accredited calibration not covered by this Lab's Scope are noted below. This report must not be used to claim product certification, approval, or endorsement by NVLAP, A2LA, NIST, or any agency of the Federal Government.

Transcat calibrations, as applicable, are performed in compliance with the requirements of ISO 9001:2000, ISO TS16949, ANSI/ACSL Z540-1994, QS-9000 and ISO 10012:1992. When specified contractually, the requirements of 10CFR21, 10CFR50 App. B and NQA-1 are also covered.

Transcat will maintain and document the traceability of all its standards to the National Institute of Standards and Technology (NIST) or the National Research Council of Canada (NRC), or to other recognized national or international standard bodies (NMI's), or to measurable conditions created in our laboratory, or accepted fundamental and/or natural physical constants, ratio type of calibration, or by comparison to consensus standards. The specific path of traceability for the reported measurement results is maintained at the Transcat facility and is available there for review.

Complete records of work performed are maintained by Transcat and are available for inspection. Laboratory standards used in the performance of this calibration are shown below.

The results in this report relate only to the item calibrated or tested, and the determination of in or out of tolerance is specific to the model/serial no. referenced above based on the manufacturer's published specifications.

All calibrations have been performed using processes having a test uncertainty ratio of four or more times greater than the unit calibrated, unless otherwise noted on the Supplemental Report. Uncertainties have been estimated at a 95 percent confidence level (k=2). Calibration at a 4:1 TUR provides reasonable confidence that the instrument is within the manufacturer's published specifications. Limitations on the uses of this instrument are detailed in the manufacturer's operating instructions. Any number of factors can cause a unit to drift out of tolerance at any time following its calibration. The reported uncertainty is the uncertainty of the calibration process. For measuring instruments, add 0.6 of the least significant digit to the reported uncertainty to obtain the measurement uncertainty of the unit under test at the specific point.

Notes:

Assets	Manufacturer	Model	Description	Cal Date	Due Date	Traceability Numbers
O10193	Ruska Instruments Corp	7250xi	Pressure Calibrator	05/28/2009	11/30/2009	5-0P4MN-1-1

Calibrated at:

8334B Arrow Ridge Blvd.
Charlotte, NC 28273
By: Adam McCrea

Facility Responsible:

8334B Arrow Ridge Blvd.
Charlotte, NC 28273
704-529-6154



Digitally Signed By Brian Samuelson
Date: 07/20/2009 4:09:31 PM

Brian Samuelson
Lab Manager



Magnetic Flowmeter Calibration Test Report

Serial No.:3K620000009503	Date :26 MAR 2009
Sales Order No.:25422	Line Item:10
Meter Size :20 inch(500mm)	Model No.:MFF50136118A008ER
Sec. Serial No.:3K620000009505	Sec Model No.:MFE4ER140111A
Max Flow: 20000.000 GPM	Sp. Gr. : 1.000
Sensor Factor 1 :1.3591	Sensor Factor 2 : +2.0
Sensor Factor 3 : 5	Sensor Factor 4 :1.0000

<u>Run #</u>	<u>Actual GPM</u>	<u>Indicated GPM</u>	<u>Error % Rate</u>
01	4761.692	4761.405	-.006
02	2996.758	3000.163	+.114
03	970.735	969.784	-.098

All Flowmeters are calibrated in accordance with ANSI/Z540 and are traceable to the NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. The ABB Automation Inc., Instrumentation Division, Warminster facility is certified to ISO 9001.

This Calibration report may not be reproduced, except in full, without written permission.

Hydraulic test performed by:G. Myers

Required Accuracy:0.15% of Rate or .0025(Ft/Sec whichever is greater)

Test Equipment :
E1581 TIMER
E3222 DVM
M0133 SCALE (60000 LB)
T0287 THERMISTOR
E0283 COUNTER

PORTABLE.BAS Rev 4, RAM 050302 06:46:36

ABB Inc.



Alpha Valve & Controls, Inc.

Phone (813) 265-4300

Fax (813) 968-5333

CALIBRATION VERIFICATION REPORT

OWNER: PALM BEACH COUNTY
FACILITY: ROEBUCK
CONTACT NAME: CHUCK DAVIS
ADDRESS: _____
CITY/ STATE: _____
PHONE: 561-493-6222
TAG: ST 662

DATE: 9/30/2009
MANUFACTURER: SEIEMENS
MODEL No.: ULTRA MAG FLO
SERIAL No. TAG: FDK 083F5001
RANGE/ SCALE: 0- 375 GPM
INST. LOCATION: L/S 662

CAL FACT 4.8081900
DIA. 3 INCH

AS FOUND

% TEST OUTPUT	EXPECTED OUTPUT	MEASURED OUTPUT	% OUTPUT ERROR
0.00%	4.000	3.999	0.000%
25.00%	8.000	7.999	0.000%
50.00%	12.000	11.999	0.000%
75.00%	16.000	15.999	0.000%
100.00%	20.000	19.999	0.000%

AS LEFT

% TEST OUTPUT	EXPECTED OUTPUT	MEASURED OUTPUT	% OUTPUT ERROR
0.00%	4.000	3.999	0.000%
25.00%	8.000	7.999	0.000%
50.00%	12.000	11.999	0.000%
75.00%	16.000	15.999	0.000%
100.00%	20.000	19.999	0.000%

COMMENTS:

ONE PUMP = 271GPM

TWO PUMPS = 359GPM

FOUND RANGE 0-200GPM CHANGED RANGE TO 0-375GPM PER STAFF

I HEREBY CERTIFY THAT THE CALIBRATION OF THIS INSTRUMENT HAS BEEN VERIFIED AND MEETS OR EXCEEDS THE MANUFACTURER'S SPECIFICATIONS.
INSTRUMENTS UTILIZED FOR VERIFICATION ARE WITHIN CURRENT CALIBRATION AND TRACEABLE TO THE NATIONAL INSTITUTE OF STANDARDS TECHNOLOGY.

PERFORMED BY: FRANK VITALE DATE: 9 / 30 / 09



Alpha Valve & Controls, Inc.

Phone (813) 265-4300

Fax (813) 968-5333

CALIBRATION VERIFICATION REPORT

OWNER: PALM BEACH COUNTY
FACILITY: LS 236
CONTACT NAME: Dan Meeker
ADDRESS:
CITY/ STATE:
PHONE: 561-301-7928
TAG: ST BYPASS FLOW

DATE: 9/30/2009
MANUFACTURER: YOKOGAWA
MODEL No.: EJA-110A
SERIAL No. TAG: EJA0B0124806
RANGE/ SCALE: 0- 100 Inches WC
INST. LOCATION: LS236 Gun Club Road
Lake Worth Flow
BY PASS FLOW

AS FOUND

Input Inches W.C.	EXPECTED OUTPUT	MEASURED OUTPUT	% OUTPUT ERROR
0.00	4.000	3.990	-0.062%
7.00	8.000	8.000	0.000%
25.00	12.100	12.000	-0.625%
57.80	16.000	16.000	0.000%
101.00	20.300	20.000	-1.875%

AS LEFT

INPUT Inches W.C.	EXPECTED OUTPUT	MEASURED OUTPUT	% OUTPUT ERROR
0.00	4.000	3.990	-0.062%
7.00	8.000	8.000	0.000%
25.00	12.100	12.000	-0.625%
57.80	16.000	16.000	0.000%
101.00	20.300	20.000	-1.875%

COMMENTS:

meter near the gate

I HEREBY CERTIFY THAT THE CALIBRATION OF THIS INSTRUMENT HAS BEEN VERIFIED AND MEETS OR EXCEEDS THE MANUFACTURER'S SPECIFICATIONS.
INSTRUMENTS UTILIZED FOR VERIFICATION ARE WITHIN CURRENT CALIBRATION AND TRACEABLE TO THE NATIONAL INSTITUTE OF STANDARDS TECHNOLOGY.

PERFORMED BY: _____ Frank Vitale

DATE 9/30/2009

**CHAMPION CONTROLS, INC.**

October 15, 2009

Seminole County Board,

In response to your final request for information, the quoted price that we have submitted for the calibration portion of the contract is the price we intend to charge Seminole County.

This contractor is providing Seminole County with a Motorola MOSCAD certified programmer (and much more) who is one of the most qualified individuals in the country in this field. Attached is his resume which indicates he is more than qualified to fulfill Seminole County's needs. He is located in Palm Beach County and is accessible to provide a rapid response time.

We know that Seminole County will be beyond satisfied with the quality of work, manufacturing, installation, calibration, and programming that Champion Controls will provide.

Respectfully,

Marcel Wedderburn
Vice President

Hooper, Ray

From: Cohen, Betsy
Sent: Friday, October 16, 2009 2:03 PM
To: marcel@championcontrols.com
Cc: Hooper, Ray; Garcia, Gloria
Subject: IFB-600727-09/GMG

Good afternoon:

In your latest correspondence you submitted the resume of Ron Zetouni and indicated that Champion Controls, Inc. will utilize his services as a Motorola MOSCAD certified programmer. As we understand Mr. Zetouni is a full time employee of the South Florida Water Management District and he resides in West Palm Beach and as you can understand, that is a concern for the Committee. The scope of services is very clear regarding the County's expectations for this project because of the complexity involved in the required services.

Please address this concern and explain how your company will satisfy the County's requirements included in the scope of services. The County will not have a privity of contract with the sub-consultants/sub-contractors that you are proposing, it will be a contractual obligation with Champion Controls, Inc. This project requires the approval from the Board of County Commissioners and the deadline to prepare the agenda item is quickly approaching. Please respond no later than Monday, October 19, 2009, 11:00 AM.

If you have any questions or need further assistance, please let us know. Have a nice day.

Betsy J. Cohen, Procurement Supervisor
Administrative Services Department; Purchasing and Contracts Division
200 West County Home Road; Sanford, FL 32773
Phone: 407-665-7112; Fax: 407-665-7956
E-mail: bcohen@seminolecountyfl.gov
Website: www.seminolecountyfl.gov/purchasing

Ron Zetouni

1527 South Flagler Drive, #210
West Palm Beach, FL, 33401
Tel: (561) 707-7015
zetouni@gmail.com

General

In 1992 I programmed and installed the first Motorola Moscad Telemetry system in the U.S., and since then, I have designed and managed dozens of Large-Scale Moscad and Scada systems all over the U.S. and worldwide.

My experience spans 20 years in Scada/Telemetry systems design, implementation, and integration. During this tenure, I have had the opportunity to serve in roles ranging from Lead system designer and programmer, to project manager and system Architect.

My expertise is in Moscad Radio Telemetry systems and their integration with Scada software and other RTUs.

Work Experience

- May 2002-
Oct 2009 **SFWMD (South Florida Water Management District)**
Moscad Programmer / Lead Professional / Telemetry system Architect
In this role I was able to accomplish numerous tasks and achievements:
1. Foster a customer-wide increasing level of confidence in the product.
 2. Program and document complicated software routines
 3. create automated trouble-shooting mechanisms to proactively discover and predict system failures and alert operators of such events.
- April, 2000 - **Moscad and Scada Systems Integration**
Based out of Chicago, I have been working as an independent contractor. In this role, I have been involved with Moscad project design, programming, and integration in the Water/ Wastewater, Oil & Gas, and Utility fields. Recent projects locations included western US, Thailand, and China.
- February, 1996 -
March, 2000 **Motorola Communications Development Center, Israel**
Fixed Data Systems (Moscad) International VAR Channel Support manger.
In this role, I have developed a comprehensive training and technical-support plan for Fixed Data products and systems for over 100 international VARs. In addition, I was involved with dozens of Moscad and Scada systems worldwide. I advised on system design, installation, programming, and support issues.
- June, 1988 -
December, 1995 **Motorola Inc., Schaumburg, IL**
Senior Engineer, Group Leader at the Fixed Data (Moscad) Group
During this time, I have designed and implemented dozens of Moscad SCADA (Supervisory Control And Data Acquisition) systems and other projects all over the U.S., Mexico, and Canada, and dealt with engineering, technical support, project management, and contract negotiations.

Education

- 1988 - 1992 M.B.A, Loyola University of Chicago, USA (emphasis: Management of Information Systems)
1983 - 1987 B.A., Economics, Math and Computer Science, University of Illinois at Chicago, USA

References: Available upon request.

Hooper, Ray

From: Garcia, Gloria
Sent: Wednesday, October 14, 2009 11:14 AM
To: marcel Wedderburn
Cc: Cohen, Betsy; Forte, Joseph; Hooper, Ray; Neff, Andrew; Owens, Tom; Rudolph, Gary
Subject: Question

Hi, Marcel:

Please read email message below, and submit a response as soon as possible.

Thank you,

Gloria

*Gloria M. García, CPPB, FCPA, FCPM, FCCM
Senior Procurement Analyst
Administrative Services/ Purchasing & Contracts Division
200 W. County Home Road ~ Sanford, Florida 32773
Phone: 407-665-7123 ~ Fax: 407-665-7956
ggarcia@seminolecountyfl.gov
www.seminolecountyfl.gov*

From: Owens, Tom
Sent: Wednesday, October 14, 2009 10:24 AM
To: Garcia, Gloria
Cc: Cohen, Betsy; Hooper, Ray; Forte, Joseph; Neff, Andrew; Rudolph, Gary
Subject: RE: Response to Oct. 8 teleconference

Gloria,

If Champion says they will use Alpha Valve and Controls to calibrate at their quoted hourly rate, not as a sub-contractor, I have no problem with Alpha. Champion still has not answered, where and how the Motorola VAR was to respond from for programming services, they said they had someone in Orlando but has not submitted or their experience.

Thanks

From: Garcia, Gloria
Sent: Wednesday, October 14, 2009 10:09 AM
To: Forte, Joseph; Neff, Andrew; Owens, Tom; Rudolph, Gary
Cc: Cohen, Betsy; Hooper, Ray
Subject: FW: Response to Oct. 8 teleconference

Good morning everyone:

Just want to touch base on the above subject. We need a recommendation of award on or before this Friday, October 16 for the November 10 BCC agenda.

If you have any questions, let us know.

*Regards,
Gloria*

Gloria M. García, CPPB, FCPA, FCPM, FCCM
Senior Procurement Analyst
Administrative Services/ Purchasing & Contracts Division
200 W. County Home Road ~ Sanford, Florida 32773
Phone: 407-665-7123 ~ Fax: 407-665-7956
ggarcia@seminolecountyfl.gov
www.seminolecountyfl.gov

From: Garcia, Gloria
Sent: Friday, October 09, 2009 12:04 PM
To: Forte, Joseph; Neff, Andrew; Owens, Tom; Rudolph, Gary
Cc: Cohen, Betsy; Hooper, Ray
Subject: FW: Response to Oct. 8 teleconference

Good morning:

Attached is Champion's response to the questions and requested information during yesterday's meeting. Please review and let me know if you want to meet again or what the next step will be, and we will go from there.

Thank you.

Gloria M. García, CPPB, FCPA, FCPM, FCCM
Senior Procurement Analyst
Administrative Services/ Purchasing & Contracts Division
200 W. County Home Road ~ Sanford, Florida 32773
Phone: 407-665-7123 ~ Fax: 407-665-7956
ggarcia@seminolecountyfl.gov
www.seminolecountyfl.gov

From: marcel Wedderburn [mailto:marcel@championcontrols.com]
Sent: Friday, October 09, 2009 10:46 AM
To: Garcia, Gloria
Cc: Patrick Boyd
Subject: Response to Oct. 8 teleconference

Please review the attached documentation in PDF. If there are additional questions, please feel free to call. Thank you.



Marcel Wedderburn
Vice President
Office: (954) 318-3090
Fax: (954) 318-3091
Mobile: (305) 761-7616
811 NW 57TH Place Fort Lauderdale FL, 33309
www.Championcontrols.com

Hooper, Ray

From: marcel Wedderburn [marcel@championcontrols.com]
Sent: Monday, October 19, 2009 8:17 AM
To: Cohen, Betsy; Garcia, Gloria
Subject: RE: IFB-600727-09/GMG
Attachments: 10-19 Response.pdf

Ms. Cohen,

Please review attachment in response to your Oct. 16 email. Thank you.



Marcel Wedderburn
Vice President
Office: (954) 318-3090
Fax: (954) 318-3091
Mobile: (305) 761-7616
811 NW 57th Place Fort Lauderdale FL, 33309
www.Championcontrols.com

From: Cohen, Betsy [mailto:bcohen@seminolecountyfl.gov]
Sent: Friday, October 16, 2009 2:03 PM
To: marcel Wedderburn
Cc: Hooper, Ray; Garcia, Gloria
Subject: IFB-600727-09/GMG

Good afternoon:

In your latest correspondence you submitted the resume of Ron Zetouni and indicated that Champion Controls, Inc. will utilize his services as a Motorola MOSCAD certified programmer. As we understand Mr. Zetouni is a full time employee of the South Florida Water Management District and he resides in West Palm Beach and as you can understand, that is a concern for the Committee. The scope of services is very clear regarding the County's expectations for this project because of the complexity involved in the required services.

Please address this concern and explain how your company will satisfy the County's requirements included in the scope of services. The County will not have a privity of contract with the sub-consultants/sub-contractors that you are proposing, it will be a contractual obligation with Champion Controls, Inc. This project requires the approval from the Board of County Commissioners and the deadline to prepare the agenda item is quickly approaching. Please respond no later than Monday, October 19, 2009, 11:00 AM.

If you have any questions or need further assistance, please let us know. Have a nice day.

Betsy J. Cohen, Procurement Supervisor
Administrative Services Department; Purchasing and Contracts Division
200 West County Home Road; Sanford, FL 32773
Phone: 407-665-7112; Fax: 407-665-7956
E-mail: bcohen@seminolecountyfl.gov
Website: www.seminolecountyfl.gov/purchasing

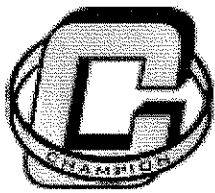
Hooper, Ray

From: Cohen, Betsy
Sent: Monday, October 19, 2009 9:43 AM
To: Owens, Tom; Rudolph, Gary; Forte, Joseph; Neff, Andrew
Cc: Hooper, Ray; Garcia, Gloria
Subject: FW: IFB-600727-09/GMG
Attachments: RE: IFB-600727-09/GMG

Attached please find the response from Champion Controls regarding Tom Owens latest e-mail regarding the qualifications of the firm. As their response indicates, the company is emphasizing their qualifications and the company is behind their response to the County's solicitation and is willing to provide the required services. At this time, the Committee needs to submit their final recommendation to the Purchasing and Contracts Division, Gloria Garcia, in order for the agenda item to be finalized and presented to the Board of County Commissioners for award on November 10, 2009 and to allow continuity of services.

If you have any questions or need further assistance, please let us know. Have a nice day.

Betsy J. Cohen, Procurement Supervisor
Administrative Services Department; Purchasing and Contracts Division
200 West County Home Road; Sanford, FL 32773
Phone: 407-665-7112; Fax: 407-665-7956
E-mail: bcohen@seminolecountyfl.gov
Website: www.seminolecountyfl.gov/purchasing



CHAMPION CONTROLS, INC.

October 19, 2009

Dear Ms. Cohen,

We received your email dated October 16th and understand your concern that Champion Controls, a systems integration firm that has not performed these services for your county, is capable of satisfactorily fulfilling the contract requirements. Let me assure you, we are fully competent, prepared and capable of providing the services outlined in your scope of work; we have worked with the described equipment for many years and have provided your committee with significant references to confirm this.

Also significant is our relationship with Ron Zetouni as the designated Motorola VAR certified programmer to work on this project. Mr. Zetouni's reputation is obviously known to your board; however his severance from South Florida Water Management District may have been overlooked. He no longer works for the District; instead he is now on board as a member of the Champion Controls' team.

We understand that when we sign a contract with Seminole County we will be responsible to Seminole County for the services described in the scope of work. When a VAR programmer is required, we will utilize Mr. Zetouni for that portion; when less complex technical work is required, we will utilize other staff members as noted in the provided list. We have scrutinized the bid documents and nowhere does it call for the programmer to be the first responder on all emergency calls. We will provide proficient and professional service for each response and will appropriately dispatch our programmer when required.

It is understandable that you are accustomed to working with just one firm over the years; however we are equally technically and administratively capable of fulfilling these services for Seminole County. We appreciate the opportunity of being able to prove this to you.

Respectfully,

Marcel Wedderburn
Vice President

